

**USAC / SLD Appeal**  
**Cincinnati City School Dist - BEN 129871**

September 5, 2014

SLD Appeals – *Submitted Online*  
Schools and Libraries Division — Correspondence Unit  
100 South Jefferson Road  
P.O. Box 902  
Whippany, New Jersey 07981

**Re: Letter of Appeal - Case # 22-671325** *(filed electronically)*

**Contact Information:**

Contact Person Name:	Bernice Riga
Contact Person Phone:	513-363-0366
Contact Person Fax:	513-363-0381
Contact Person E-Mail:	<a href="mailto:ribaber@cpsboe.k12.oh.us">ribaber@cpsboe.k12.oh.us</a>

**Other Required Information:**

Funding Year:	2014-2015
Applicant Name:	Cincinnati City School District
Billed Entity # :	129871
Form 471 Application#:	985758
FRN #	2688391
Service Provider Name	Cincinnati Bell Telephone LLC (OH)
Service Provider SPIN:	143001687

**SLD action being appealed**

We are appealing the denial of our FRN for Internet Access as stated on SLD's Funding Commitment Decision Letter dated July 10, 2014 (Attachment A). The statement on the FCDL reads *"The amount, \$360,000.00 is Denied."*

**Explanation from USAC FCDL**

The brief reason is stated on the FCDL as *"...The FRN is denied due to a competitive bidding violation....."*

The full explanation from the FCDL is much longer and will be addressed point-by-point in our detail section below.

**Background and basis for this appeal**

Cincinnati Public Schools (CPS), like many other school districts, has been faced with drastically increasing requirements for Internet capacity. This need for rapid expansion is one of the main factors in the FCC's E-Rate Modernization effort that is now underway. In FY2012, CPS posted a Form 470 for Internet Access and subsequently signed a multi-year contract with Cincinnati Bell Telephone

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(CBT) that provided an initial connection speed of 700Mbps and allowed for growth up to 1Gbps. Based on that initial contract CPS submitted Funding Requests in FY2012 and FY2013. In FY2014 the contract was amended to increase the maximum bandwidth to 5Gbps (see Attachment B). The speeds and costs are shown in the table below. The original instructions to bidders and the resulting contract did contain language that allowed CPS to upgrade both the speed and the cost. The FRNs for the first two years (2012 and 2013) were approved after PIA review.

471 App Number	FRN	470 Application Number	Funding Year	Orig R Monthly Cost	Original Annual Pre-Disc Cost	Disc	Original Annual Commit	Bandwidth
868322	2366713	174050000996035	2012	\$ 8,900	\$ 106,800	81	\$ 86,508	700mbs
930434	2542063	174050000996035	2013	\$ 12,000	\$ 144,000	81	\$ 116,640	1Gbs
985758	2688391	174050000996035	2014	\$ 37,500	\$ 450,000	80	\$ 360,000	5Gbs

As a result of the SLD's review process for FY2014 (PIA Review and Selective Review), the 2014 FRN was denied. Subsequently CPS received two COMAD (Commitment Adjustment) letters that effectively revoke our FY2012 and FY2013 FRNs for this same service. Those COMADs are being appealed under separate cover.

We understand the SLD's concern that in FY2014 we expanded the scope of our existing contract to the point that we should have performed a new competitive process for FY2014. However, we disagree with SLD's statement that our original competitive process was flawed. In this appeal we argue that we should be allowed to reduce the FY2014 amount requested to the previous year's level.

**Details of this appeal**

The FCDL contained one Modification Reason (MR1) and two Denial Reasons (DR1 and DR2). We will address each of the comments in the FCDL in order:

1. ***“MR1: The FRN was modified from \$37,500/month to \$9,720/month to agree with applicant documentation.”***

**CPS Response:** We disagree with this modification only in the amount. As part of the SLD's review, we requested to reduce our FRN amount to the 2013 level, which was a monthly pre-discount amount of \$12,000. We mistakenly used the post-discount, committed amount (i.e. 81% of \$12000 = \$9720). We believe that the monthly pre-discount amount should be the same as our FY2013 approved FRN, which is \$12,000/month.

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2. ***“DR1:** The FRN is denied due to a competitive bidding violation. When the services being requested and/or the price of the original contract are significantly modified, the services must be posted on a new FCC Form 470 so that the modified services can be competitively bid. You submitted an addendum to the original contract for this FRN which covers Funding Year (FY) 2013 which changed the bandwidth speed of the contract from 700 mbps to 1000 mbps and the amount of the contract was changed from \$8,900/month to \$12,000/month. A second addendum was provided which covers FY 2014 which changed the bandwidth speed of the contract from 1000 mbps to 5000 mbps and the amount of the contract was changed from \$12,000/month to \$37,500/month. These are cardinal changes to the original contract which must be re-bid. However, the establishing FCC Form 470 cited for this FRN is the Form 470 that established the original contract.*

**CPS Response:** We take from these comments that the first contract addendum was allowable – and we agree. The change from 700mps to 1000mps seems modest to us. We understand and accept that the second addendum not be allowed. Since CPS requested an FRN reduction to the 2013 amount, we believe that this comment implies that our reduction request should be granted.

3. ***DR2:** FCC Rules require applicants to carefully consider all bids submitted and to choose the most cost effective solution. Documentation provided demonstrates that the applicant did not consider all of the bids that were submitted. Therefore, the applicant has violated program rules. During review you indicated that you received two bids for the services requested in the FRN from Windstream and Cincinnati Bell. You indicated the bid from Windstream was not considered. You stated, "Windstream did not submit a bid for the specific bandwidth we had requested, although they had previously stated in an email that they would. Our bid review team did not feel it was appropriate to consider their bid..." The FCC Form 470 cited as the establishing FCC Form 470 requests "Internet Access" and does not contain any specific bandwidth requirement. Thus, you inappropriately disqualified the bid from Windstream from consideration and the FRN is denied.*

**CPS Response:** We disagree. For several valid business reasons, the Windstream proposal was not evaluated. It was indeed received and considered but was not evaluated for two primary reasons:

- a. Windstream did not provide pricing for 300Mbps service. Even though the Form 470 only requests "Internet Access" and does not contain any specific bandwidth requirement, CPS sent written communications

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to both vendors asking for specific pricing for several speeds, including 300mps (see below) in order to help perform a fair evaluation. We believe that this demonstrates our intent to increase the speed of the service over time and it also demonstrates our intent to perform an open and fair competition. Both vendors rec'd the following via email (also included as Attachment C):

**FCC 470 Internet Services**

Internet Services are currently provided through a 300 Mbps connection. We are not necessarily trying to upgrade the connection speed, just opening bids for providing the service. However, bidders are encouraged to submit a scaling bid including multiple offered speeds at 300 Mbps or above with individual rates and features so that we may determine the best value for service offering.

- b. More importantly, the Windstream bid did not include all of the costs. Because of the text below, which was included in their proposal, we could not assign an installation cost to their proposal. The statement below leaves the district liable for a potentially large one-time cost that could include trenching, permits and other expensive and time-consuming tasks, as well as a bid protest from its competitor whose bid specifically said there were no installation costs. This information was included in the documents provided to the SRIR reviewer and is included below in full as Attachment D.

**From Page 10 of the Bid Submissions (Att D):**

"These Bid rates are inclusive of a best estimate of construction costs at the time of the proposal but there is still an opportunity for additional construction and build costs. These costs would be identified prior to any construction beginning and the details shared with the customer for review and acceptance."

**Summary and Requested Action:**

We understand SLD's concerns (MR1 and DR1 above) with the expansion of our existing contract and we agree that our original requested amount should be reduced. We have already started planning a new competitive process for FY2015 based on the district's plans for expanded Internet Access to address these issues. However, we feel that the complete denial of our FRN because of a flawed competitive process (DR2 above) is incorrect. In addition to the denial of this FRN, SLD has also issued two COMADs that revoke the FRNs for FY2012 and FY2013 that are based on this contract. The total financial impact of these decisions is over \$563k. This represents a huge financial burden to our district.

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We believe that our 2014 FRN should be reduced to the amount that was approved in FY2013. This is the amount shown on the original contract.

We request SLD to reconsider the denial of this FRN and issue a revised FCDL approving the FRN and reducing the monthly pre-discount amount to \$12,000.

We are filing a separate appeal with SLD to address the two COMADs issued on July 29, 2014. We expect to complete those appeal submissions within the next few days and they will also reference this appeal.

Sincerely,

*(filed electronically via SLD website)*

Bernice Riga  
ITM & E-Rate Administrator  
Information Technology Management  
Cincinnati Public Schools  
Telephone: 513-363-0366  
FAX: 513-363-0381  
[rigaber@cpsboe.k12.oh.us](mailto:rigaber@cpsboe.k12.oh.us)

Included below:

- Att A: FCDL Denying Internet FRN dated July 10, 2014 – 4 pages
- Att B: Internet Contract 101873 with Cincinnati Bell Telephone (CBT) – 9 pages
- Att C: Form 470 Bidder's Instructions – 1 page
- Att D: Bid Submissions from CBT and Windstream – 13 pages
- Att E: LOA for E-Rate Professionals – consultant assisting with appeal process



**Universal Service Administrative Company**  
Schools & Libraries Division

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FUNDING COMMITMENT DECISION LETTER  
(Funding Year 2014: 07/01/2014 - 06/30/2015)

July 10, 2014

Bernice Riga  
CINCINNATI CITY SCHOOL DIST  
2651 BURNET AVENUE, PO BOX 5381  
CINCINNATI, OH 45201-5381

Re: FCC Form 471 Application Number: 985758  
Billed Entity Number (BEN): 129871  
Billed Entity FCC Registration Number (FCC RN): 0011609062  
Applicant's Form Identifier: FUSE Internet Access 2014-15 471

Thank you for your Funding Year 2014 application for Universal Service Support and for any assistance you provided throughout our review. The current status of the funding request(s) in the FCC Form 471 application cited above and featured in the Funding Commitment Report(s) (Report) at the end of this letter is as follows.

- The amount, \$360,000.00 is "Denied."

Please refer to the Report following this letter for specific funding request decisions and explanations. The Universal Service Administrative Company (USAC) is also sending this information to your service provider(s) so preparations can begin for implementing your approved discount(s) after you file FCC Form 486, Receipt of Service Confirmation Form. A guide that provides a definition for each line of the Report is available in the Guide to USAC Letter Reports in the Reference Area of our website.

**NEXT STEPS**

- Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full.
- Review technology planning approval requirements.
- Review Children's Internet Protection Act (CIPA) requirements.
- File FCC Form 486.
- Invoice USAC using the FCC Form 474, Service Provider Invoice (SPI) Form, or FCC Form 472, Billed Entity Applicant Reimbursement (BEAR) Form, - as products and services are being delivered and billed.

**TO APPEAL THIS DECISION:**

You have the option of filing an appeal with USAC or directly with the Federal Communications Commission (FCC).

If you wish to appeal a decision in this letter to USAC, your appeal must be received by USAC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and email address for the person who can most readily discuss this appeal with us.

DUPLICATE LETTER

2. State outright that your letter is an appeal. Include the following to identify the USAC decision letter (e.g., FCDL) and the decision you are appealing:
  - Appellant name,
  - Applicant name and service provider name, if different from appellant,
  - Applicant BEN and Service Provider Identification Number (SPIN),
  - FCC Form 471 Application Number 985758 and the Funding Request Number (FRN) or Numbers as assigned by USAC,
  - "Funding Commitment Decision Letter for Funding Year 2014," AND
  - The exact text or the decision that you are appealing.
3. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.
4. If you are the applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are the service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
5. Provide an authorized signature on your letter of appeal.

We strongly recommend that you use one of the electronic filing options. To submit your appeal to USAC by email, email your appeal to [appeals@sl.universalservice.org](mailto:appeals@sl.universalservice.org) or submit your appeal electronically by using the "Submit a Question" feature on the USAC website. USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to USAC by fax, fax your appeal to (973) 599-6542.

To submit your appeal to USAC on paper, send your appeal to:

Letter of Appeal  
Schools and Libraries Division - Correspondence Unit  
30 Lanidex Plaza West  
PO Box 685  
Parsippany, NJ 07054-0685

For more information on submitting an appeal to USAC, please see "Appeals" in the Schools and Libraries section of the USAC website.

If you wish to appeal a decision in this letter to the FCC, you should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received by the FCC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. We strongly recommend that you use the electronic filing options described in Appeals in the Schools and Libraries section of our website. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554.

#### OBLIGATION TO PAY NON-DISCOUNT PORTION

Applicants are required to pay the non-discount portion of the cost of the products and/or services to their service provider(s). Service providers are required to bill applicants for the non-discount portion. The FCC stated that requiring applicants to pay their share ensures efficiency and accountability in the program.

If USAC is being billed via the FCC Form 474, the service provider must bill the applicant at the same time it bills USAC. If USAC is being billed via the FCC Form 472, the applicant pays the service provider in full (the non-discount plus discount portion) and then seeks reimbursement from USAC. If you are using a trade-in as part of your non-discount portion, please refer to Disposal or Trade-in of Equipment posted in the Reference Area of our website for more information.

#### NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division  
Universal Service Administrative Company



FUNDING COMMITMENT REPORT  
Billed Entity Name: CINCINNATI CITY SCHOOL DIST  
BEN: 129871  
Funding Year: 2014

Comment on RAL corrections: MR1: Parham Elementary School 49731 has been removed from Block 4, Worksheet A 1721115, of the FCC Form 471 application at the request of the applicant. <><><><><>  
MR2: Evanston Elementary School 49730 has been added to Block 4, Worksheet A 1721115, of the FCC Form 471 application at the request of the applicant.

FCC Form 471 Application Number: 985758  
Funding Request Number: 2688391  
Funding Status: Not Funded  
Category of Service: Internet Access  
FCC Form 470 Application Number: 174050000996035  
SPIN: 143001687  
Service Provider Name: Cincinnati Bell Telephone LLC (OH)  
Contract Number: 101873 02180003  
Billing Account Number: 513Q-13-0140140  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2014  
Service End Date: N/A  
Contract Award Date: 03/13/2012  
Contract Expiration Date: 06/30/2017  
Shared Worksheet Number: 1721115  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$450,000.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00  
Pre-discount Amount: \$450,000.00  
Discount Percentage Approved by the USAC: 80%  
Funding Commitment Decision: \$0.00 - Selective - Bidding Violation  
Funding Commitment Decision Explanation: MR1: The FRN was modified from \$37,500/month to \$9,720/month to agree with applicant documentation. <><><><><> DR1: The FRN is denied due to a competitive bidding violation. When the services being requested and/or the price of the original contract are significantly modified, the services must be posted on a new FCC Form 470 so that the modified services can be competitively bid. You submitted an addendum to the original contract for this FRN which covers Funding Year (FY) 2013 which changed the bandwidth speed of the contract from 700 mbps to 1000 mbps and the amount of the contract was changed from \$8,900/month to \$12,000/month. A second addendum was provided which covers FY 2014 which changed the bandwidth speed of the contract from 1000 mbps to 5000 mbps and the amount of the contract was changed from \$12,000/month to \$37,500/month. These are cardinal changes to the original contract which must be re-bid. However, the establishing FCC Form 470 cited for this FRN is the Form 470 that established the original contract. <><><><><> DR2: FCC Rules require applicants to carefully consider all bids submitted and to choose the most cost effective solution. Documentation provided demonstrates that the applicant did not consider all of the bids that were submitted. Therefore, the applicant has violated program rules. During review you indicated that you received two bids for the services requested in the FRN from Windstream and Cincinnati Bell. You indicated the bid from Windstream was not considered. You stated, "Windstream did not submit a bid for the specific bandwidth we had requested, although they had previously stated in an email that they would. Our bid review team did not feel it was appropriate to consider their bid..." The FCC Form 470 cited as the establishing FCC Form 470 requests "Internet Access" and does not contain any specific bandwidth requirement. Thus, you inappropriately disqualified the bid from Windstream from consideration and the FRN is denied.

FCDL Date: 07/10/2014  
Wave Number: 009  
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2015  
Consultant Name:  
Consultant Registration Number (CRN):  
Consultant Employer:



**ADDENDUM #120967.1**  
**TO**  
**FUSE DEDICATED INTERNET ACCESS SERVICE AGREEMENT #101873**  
**BETWEEN**  
**CINCINNATI BELL TELEPHONE COMPANY LLC**  
**&**  
**THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT**  
**OF THE CITY OF CINCINNATI**

This Addendum is made and entered into between CINCINNATI BELL TELEPHONE COMPANY LLC, an Ohio limited liability company, on behalf of itself and its affiliates, with its principal place of business at 221 East Fourth Street, Cincinnati, Ohio 45202 (collectively "Cincinnati Bell") and THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF CINCINNATI, a(n) \_\_\_\_\_ corporation, with its principal place of business at 2651 Burnet Avenue, Cincinnati, Ohio 45219 ("Customer"). This Addendum shall be attached to and is hereby incorporated by reference into the FUSE Dedicated Internet Access Service Agreement #101873 executed on or about March 13, 2012 (the "Agreement") and all Addendums thereto executed by Cincinnati Bell and Customer.

WHEREAS, Cincinnati Bell and Customer desire to amend the Agreement in the manner and on the terms set forth herein;

WHEREAS, for the purposes of and for the services described in this Addendum only, the following terms and conditions are in addition to those of the Agreement and apply;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Cincinnati Bell and Customer hereby agree that the Agreement shall be and hereby is amended as follows:

1. The Agreement, Section 3 ("Rates and other Charges") is hereby amended to DELETE the rate shown below due to upgrade.

<u>Service Description</u>	<u>Monthly Price</u>	<u>One-Time / Installation Price</u>
700 Mbps FUSE Dedicated Internet Access	\$8,900.00	\$0.00

2. The Agreement, Section 3 ("Rates and other Charges") is hereby amended to ADD the rate shown below due to upgrade.

<u>Service Description</u>	<u>Monthly Price</u>	<u>One-Time / Installation Price</u>
1000 Mbps FUSE Dedicated Internet Access	\$12,000.00	\$0.00

**Notes:**

- Term → Coterminous with the Agreement expiration date.

3. Except to the extent modified herein, all other terms and conditions of the Agreement, and all Addendums thereto, shall remain unchanged and in full force and effect.

(Signature Page To Follow)

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the last signature date(s) below ("Effective Date"), and the persons signing represent that they are duly authorized to execute this Addendum.

**THE BOARD OF EDUCATION OF THE CITY  
SCHOOL DISTRICT OF THE CITY OF  
CINCINNATI**

By: Diana C. Whitt  
(Signature)  
Name: Diana C. Whitt  
Title: Treasurer/CFO  
Date: 3/14/13

**CINCINNATI BELL TELEPHONE COMPANY LLC**

By: Steven A. Meek  
(Signature)  
Name: Steven A. Meek  
Title: Sales VP  
Date: 2-28-13



## FUSE DEDICATED INTERNET ACCESS SERVICE AGREEMENT #101873

This FUSE Dedicated Internet Access Service Agreement (the "Agreement"), is made as of the 29<sup>th</sup> day of February 2012, by and between Cincinnati Bell Telephone Company LLC ("CBT"), an Ohio limited liability company, subsidiaries and affiliates, with offices at 201 East Fourth Street, Cincinnati, Ohio 45202 and, **THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF CINCINNATI** ("CPS"), with offices at 2651 Burnet Avenue, Cincinnati, Ohio 45219.

### 1. DEFINITIONS.

In addition to the terms defined elsewhere in this Agreement, the following terms will have the following meanings for purposes of this Agreement:

1.1 "Demarcation Point" - the point of physical separation of CBT's network, and associated responsibilities, from CPS's network and associated responsibilities. The location of the Demarcation Point shall be the physical interface for FUSE Dedicated Internet Access service presented by CBT to CPS.

1.2 "Ethernet LAN" - a type of LAN whereby a workstation on the LAN, prior to sending a message to another workstation on the LAN, "listens" to determine if any other workstation is sending a message. If the first workstation "hears" no other messages being sent, it is permitted to send a message. If two or more workstations begin sending messages simultaneously, then each workstation ceases sending the message and a pre-set, random amount of time must elapse before either workstation may attempt to send again. Ethernet LAN meets IEEE Standard 802.3 and operates at a Native Mode of 10/100 Mbps.

1.3 "FUSE Dedicated Internet Access" - the engineering, configuration, installation, maintenance and repair services provided by CBT to CPS to interconnect CPS's network to the FUSE Dedicated Internet Access network for passage to the Internet for data transmission.

1.4 "Local Area Network (LAN)" - a network connecting computers and other peripheral equipment for data communications over a limited geographical area, usually within a single building or among a few buildings.

1.5 "Native Mode LAN" - the operating speed of the communication on the originating or terminating LAN.

1.6 "1.7 "Internet" - a Network of Global Computers as defined in 1996 running on Transmission Control Protocol (TCP), on top of Internet Protocol Version Four (IPv4).

### 2. TERM.

Unless terminated earlier as provided herein, this Agreement will commence on **July 1, 2012** ("Effective Date") and remain in effect until **June 30, 2017** ("Initial Term"). If renegotiation of this Agreement does not occur before expiration of the last successive term, this Agreement will be automatically changed to month-to-month service, subject to the rates thereof and conditions of this Agreement.

### 3. RATES AND OTHER CHARGES.

3.1 In consideration for CPS' Term Commitment above, CBT will provide FUSE Dedicated Internet Access at the rate set forth in the table below.

Service Description	Monthly Price	One-Time/Installation Price
700 Mbps FUSE Dedicated Internet Access	\$8,900	\$0.00

Upgrade options within the term:

1000Mbps FUSE Dedicated Internet Access \$12,000 per month



3.2 If CPS cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to FUSE Dedicated Internet Access prior to completion thereof, will reimburse CBT for the actual expenses incurred by CBT in connection with such modification prior to CBT's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which CPS would have otherwise been responsible.

3.3 Prior to the expiration of this Agreement, CPS and CBT may elect to sign a new "Terms and Conditions" Agreement, voiding this "Terms and Conditions" Agreement, and in the event of, such election, CPS may receive the applicable term discount, subject to the following conditions:

- (a) the monthly charges will be adjusted to the then current rates, effective with the effective date of the new contract term;
- (b) no amounts will be credited or refunded to CPS for payments made under the previous contract term, but nonrecurring charges will not be reapplied;
- (c) CPS may not elect an Agreement term that is shorter than the remainder of the current Agreement term.

3.5 CPS will be responsible for all taxes, assessments or other charges (excluding taxes based on CBT's net income) imposed upon or relating to the provision or use of the products and services provided hereunder. Such charges, including but not limited to regulated charges, are mandated by the Regulatory Commissions with jurisdiction over CBT and are not covered by tax exemption.

3.6 Cincinnati Public Schools (CPS) will have the ability to cancel this agreement with 30 days prior written notice upon non-appropriation of funds with no penalties.

#### **4. PROVISION OF FUSE DEDICATED INTERNET ACCESS.**

4.1 CBT will provide FUSE Dedicated Internet Access service as specified in Section 3 Other "optional" features relating to FUSE Dedicated Internet Access are also available to CPS if requested and agreed upon by the parties.

4.2 Subject to Section 5, CBT's provision of FUSE Dedicated Internet Access will include the maintenance and repair required to maintain the FUSE Dedicated Internet Access service and any premise equipment provided by CBT for the delivery of the Fuse Dedicated Internet Access Service in proper working order on CBT's side of the Demarcation Point.

4.3 FUSE Dedicated Internet Access will be available 24 hours per day, 7 days per week, except as required to update, enhance, maintain and/or repair FUSE Dedicated Internet Access. CBT reserves the right to perform these tasks, as needed, during the off-peak hours, normally on Sundays from 12:00 a.m. to 6:00 a.m. Downtime due to scheduled maintenance is not subject to the Repair and Response policies in Section 5.

4.4 If a major outage to CBT's network occurs, including FUSE Dedicated Internet Access, CBT will use best efforts to restore FUSE Dedicated Internet Access service as soon as reasonably possible, subject to any federal or state laws or regulations that may specify priority for restoration of telephone service, including without limitation, the National Security Emergency Preparedness Telecommunications Service Priority System.

4.5 CBT will furnish CPS with a telephone number that CPS will use to report any trouble with FUSE Dedicated Internet Access (1-800-FUSENET, Option 3, Option 6, Option 5).

4.6 CBT will furnish CPS with Internet protocol addresses within five (5) business days of receipt of executed Agreement.

4.7 Unless otherwise agreed in writing, CBT will provide FUSE Dedicated Internet Access service for TCP/IP based communication protocols for transmission across the Internet only.

4.8 The electrical signals of FUSE Dedicated Internet Access will operate in compliance with the following American National Standard Institute ("ANSI") or IEEE standards for Ethernet LANs operating at a Native Mode of 10/100 Mbps, IEEE Standard 802.3 (Carrier Sense Multiple Access with Collision Detection (CSMA/CD) Access Method and Physical Layer Specifications).

#### **5. REPAIR - RESPONSE TIME.**

5.1 CBT guarantees the availability of CPS's network through the FUSE Dedicated Internet Access network and to the Internet 99% of the time. This availability will be determined by verification that CPS's network is "reachable" 99% of the times checked from the furthest point in CBT's FUSE Dedicated Internet Access network. For each 1% below the 99% stated availability, CBT will credit CPS \$100.

5.2 CBT will use its best efforts to repair any inoperable FUSE Dedicated Internet Access port within four (4) hours (residential-based dedicated Integrated Services Digital Network [ISDN] excluded) after CPS has notified CBT that such port is inoperable or it has come to

the attention of CBT that CPS's port is inoperable. If such port remains inoperable for more than eight (8) hours after CPS has notified CBT that such port is inoperable, CBT will credit CPS's account for an amount equal to one-thirtieth (1/30) of the applicable monthly charge for such port. The same credit will apply for each additional eight (8) hour period that the port remains inoperable.

5.3 The total amount of all credits for any one (1) inoperable port will not exceed the monthly port charge for such inoperable port. The credit referred to herein shall be CBT's entire liability and CPS's exclusive remedy for any damages resulting from such inoperable port. The above-mentioned Repair and Response policies do not apply to any CBT Telephone facility outages (ISDN, T1, Frame Relay Network, LAN Advantage, Integrated Advantage).

## **6. LIMITATIONS ON LIABILITY.**

6.1 CBT will not be responsible for damages, malfunctions or failures caused by (a) CPS's failure to follow any operation or maintenance instructions provided by CBT to CPS; (b) CPS's repair, modification to or relocation of equipment used to provide service hereunder, or attachment to such equipment of equipment not approved by CBT; and (c) abuse, misuse or negligent acts of Customer. CPS may request CBT to perform repair service for CPS in such instances on a time and materials or contract basis. CPS will not be held responsible by CBT for damages, malfunctions or failures caused by (a) CBT's failure to follow any operation or maintenance instructions provided by CPS to CBT; (b) CBT's repair, modification to or relocation of equipment used to provide service hereunder, or attachment to such equipment of equipment not approved by CPS; and (c) abuse, misuse or negligent acts of CBT.

6.2 At locations where CPS provides power to CBT, CBT is not responsible for out of service conditions caused by power outages.

6.3 EXCEPT AS SPECIFICALLY MADE HEREIN, CBT, ITS SUBCONTRACTORS AND SUPPLIERS (EXCEPT AS EXPRESSED IN WRITING BY THEM) MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 IN NO EVENT WILL CBT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUES, EVEN IF CBT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR PURPOSES OF THIS SECTION, "CBT" IS DEEMED TO INCLUDE CINCINNATI BELL TELEPHONE COMPANY LLC, ITS PARENT CBT INC. AND THEIR RESPECTIVE SUBSIDIARIES AND AFFILIATES, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS OF EACH OF THEM.

6.5 The parties hereto agree that the limitations on CBT's liability contained in this Agreement are fair and reasonable adjustments to the uncertain and difficult-to-ascertain damages which might arise under this Agreement and are intended to be reasonable allocations by the parties of the business risks inherent in this Agreement.

## **7. CUSTOMER'S OBLIGATIONS.**

7.1 CPS acknowledges billing for FUSE Dedicated Internet Access service will commence when CBT's transport facility is provisioned.

7.2 CPS will furnish, at its expense, such space, electrical power and environmental conditioning at CPS's premises as CBT may reasonably require in connection with performing its obligations hereunder. CPS will permit CBT reasonable access to CPS's premises, in accordance with CPS's normal security procedures, in connection with providing service hereunder.

7.3 CPS will provide, install and maintain, at its expense, all equipment and facilities necessary for LAN interconnection on the CPS's side of the Demarcation Point. CPS shall be responsible for insuring that the operating characteristics of such equipment and facilities are compatible with CBT's FUSE Dedicated Internet Access and conform to the Technical Reference Specifications furnished by CBT to CPS in connection with this Agreement.

7.4 CPS will cause its electrical signals at the Demarcation Point to conform to the applicable ANSI or IEEE standards set forth in Section 4.8. CPS shall furnish any additional equipment or facilities necessary to comply with such standards at their expense.



7.5 Without the prior written consent of CBT, CPS will not access, or attempt to access, any equipment or facilities furnished by CBT in connection with this Agreement. CPS agrees to use Internet access only for lawful purposes. Any content that CBT in its sole discretion considers to be obscene, lewd, lascivious, filthy, excessively violent, harassing, harmful, offensive or otherwise objectionable shall entitle CBT to immediately terminate service without notice. Similarly, conduct by CPS that in CBT's sole discretion restricts or inhibits any other Internet Service Provider, subscriber, person or entity from using or enjoying FUSE Dedicated Internet Access or another service will not be permitted and shall entitle CBT to immediately terminate service without notice. Examples of such conduct include, but are not limited to, sending of Unsolicited Commercial Email (UCE), Unsolicited Bulk Email (UBE) or "SPAM", Commercial advertisements in USENET News groups not intended for that purpose, attempts to access remote computing systems without permission, port scanning and any attempts to subvert any network security measures of FUSE Dedicated Internet Access or any other network. CPS will indemnify and hold harmless CBT, its officers, directors, employees and agents, from and against any loss or expense, of whatever nature, arising out of any unauthorized access to any equipment or facilities furnished by CBT in connection with this Agreement.

7.6 Prior to requesting repair service from CBT, CPS will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the FUSE Dedicated Internet Access service is a result of the Customer's equipment or facilities. CPS shall be responsible for any such trouble resulting from the Customer's equipment or facilities. CPS will cooperate with any joint testing of FUSE Dedicated Internet Access reasonably requested by CBT.

## **8. PROCEDURES REGARDING THIRD PARTY COMPLAINTS.**

If CBT receives a complaint that any content provided by CPS through the use of FUSE Dedicated Internet Access, or provided by any party using CPS's account as permitted by this Agreement, infringes any copyright, trademark, service mark, or other intellectual property right of any third party; or constitutes fraud, false advertising, or misrepresentation; or constitutes libel, slander, or invasion of the right of privacy or publicity of any third party; or otherwise violates the terms of this contract; CBT reserves the right to take appropriate action including, without limitation, (i) taking down the offending material in compliance with the Digital Millennium Copyright Act, 17 U.S.C. § 512, (ii) removing or disabling CPS's access to the FUSE Dedicated Internet Access service, and/or (iii) terminating CPS's Subscription, with or without prior notice to CPS.

## **9. TERMINATION.**

CBT may terminate this Agreement upon default of CPS's payment or other obligations under this Agreement. CPS may terminate this Agreement with no liability if there is more than 24 hours of outage (contiguous or noncontiguous) within a two-month period. Outages during scheduled FUSE Dedicated Internet Access maintenance windows or caused by equipment or facilities not controlled by CBT are excluded. "Outage" means the inability of the CPS to communicate with or access any other Internet Service Provider, external to the FUSE Dedicated Internet Access network, via the IP Transmission Protocol. If CPS terminates this Agreement other than as set forth above, without cause, prior to the expiration of the initial term or the expiration of any successive term, if applicable, then without limiting CBT's other rights and remedies as a result thereof, CPS will pay to CBT a termination charge equal to all remaining amounts due or to become due under this Agreement, including but not limited to all monthly charges for which CPS would have been responsible if this Agreement had not been terminated. All terminations in service will result in IP addresses assigned to CPS by FUSE Dedicated Internet Access reverting back to FUSE Dedicated Internet Access.

## **10. TITLE TO EQUIPMENT AND FACILITIES.**

All equipment and facilities used by CBT in providing FUSE Dedicated Internet Access hereunder will remain the sole property of CBT, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the parties with respect to specific equipment.

## **11. FORCE MAJEURE.**

CBT shall have no liability for damages due to any cause beyond CBT's reasonable control, including but not limited to fire, explosion, lightning, pest damage, power surges, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil authorities or the public enemy, inability to secure materials, transportation failures, acts or omissions of communications carriers.

## **12. ASSIGNMENT.**

Neither party may assign this Agreement without the written consent of the other, except that CBT may assign this Agreement to an affiliate or subsidiary of CBT so long as CBT remains responsible hereunder. CPS will not resell or permit any third party to use any of the services provided by CBT hereunder without written consent. Written consent by either party will not be unreasonably withheld.

## **13. SUBCONTRACTING / TECHNICIANS.**

- 13.1 CBT may subcontract any or all of the work to be performed by it under this Agreement but will retain the responsibility for the work subcontracted.

- 13.2 CBT agrees that the technicians will be employees or contractors of CBT who will perform their duties solely under the direction and control of CBT. Such technicians shall be subject to the background screening process consistent with Ohio state laws.



#### **14. NOTICES.**

All notices, demands, requests, consents or approvals required hereunder will be in writing and will be delivered personally to a party or sent by facsimile transmission (followed by certified or registered mail), or by overnight courier service, or by certified or registered mail, return receipt requested, postage prepaid, addressed to such party at the address set forth below or to such other address as either party may give to the other in writing for such purpose:

To CBT:	Cincinnati Bell Telephone Company LLC 201 East Fourth Street, M/S 347-400 Cincinnati, Ohio 45202 Attn: Account Manager Fax No. (513) 731-4630
To CPS:	Cincinnati Public Schools 2651 Burnet Avenue Cincinnati, Ohio 45219 Attn: Director – Information Technology Services Fax No. (513) 363-0365

All such communications, if personally delivered, will be conclusively deemed to have been received by a party hereto and to be effective when so delivered, or if sent by facsimile transmission, on the day on which transmitted, or if sent by overnight courier service, on the day after deposit thereof with such service, or if sent by certified or registered mail, on the third business day after the day on which deposited in the mail.

#### **15. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior discussions and agreements relating to the subject matter hereof. This Agreement may be amended or modified only in writing signed by CBT and CPS.

#### **16. NO WAIVER.**

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by either party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

#### **17. GOVERNING LAW LIMITATIONS.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any legal action arising under this Agreement must be filed (and thereafter maintained) in a state or federal court located in Hamilton County, Ohio within two (2) years after the cause of action arises.

#### **18. PARTIAL INVALIDITY.**

If any term or provision of this Agreement operates or would prospectively operate to invalidate this Agreement in whole or in part, then such term or provision only will be void to the extent of such invalidity, and the remainder of this Agreement shall remain in full force and effect; provided, however, that if such term or provision constitutes the essence of this Agreement then this Agreement shall be deemed terminated without such termination constituting a breach hereof.

#### **19. BINDING EFFECT.**


This Agreement will be binding upon and (subject to Section 13, above) inure to the benefit of the successors and assigns of each party.

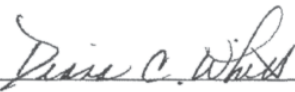
*[signature page follows]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CINCINNATI BELL TELEPHONE COMPANY LLC

CITY SCHOOL DISTRICT OF THE CITY OF  
CINCINNATI

By:   
Print Name: Steven A. Meek  
Title: Sales Vice President, Government & Education  
Date: 2-29-12

By:   
Print Name: Diana C. Whitt  
Title: Treasurer/CFO  
Date: 3/13/12

**FCC 470 Internet Services**

Internet Services are currently provided through a 300 Mbps connection. We are not necessarily trying to upgrade the connection speed, just opening bids for providing the service. However, bidders are encouraged to submit a scaling bid including multiple offered speeds at 300 Mbps or above with individual rates and features so that we may determine the best value for service offering.

SLD APPEAL ATT D - Bid Responses from CBT and Windstream  
13 pages - Note the potential for additional construction costs on  
page 10 below.

**FRN 2688391**

**Bid documents and vendor communication –  
separated by a blank page.**

**From:** <christine.allen@cinbell.com>  
**To:** "Bernice Riga" <rigaber@cpsboe.k12.oh.us>  
**Date:** 2/9/2012 1:15 PM  
**Subject:** Re: Cincinnati Bell 2012 470 Response for Cincinnati Public Schools- Internet Follow up  
**Attachments:** Cincinnati Bell Fuse Internet Access 470 Response - Itemized 2.7.2012.xls

Bernice:

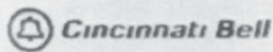
Here is the breakdown for Internet -

Please call me with any questions.

Thanks!

Christine Allen  
Cincinnati Bell Telephone  
Office 513.397.6396  
Wireless 513.503.5367  
Fax 1.866.549.1467

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**470 Response Pricing Quote: ERATE 2012 #174050000996035**

for  
**Cincinnati City School District**

Quote Date: 2/7/2012

Quote Expiration Date: N

**Customer Information**

Cincinnati City School District

Contact Name: Bernice Riga  
Telephone Number: 513.363.0366  
Email Address: [rigaber@cpsboe.k12.oh.us](mailto:rigaber@cpsboe.k12.oh.us)

Length of Contract: 60 Months

Address: 2651 Burnet Ave. Cin

**Service Description****Managed Dedicated Fuse Internet Access**

( Total Bundled Managed Enterprise Network Services on Separate Quotation)

**Connectivity Components and Pricing 60 Month Term**

Quantity	Item	One-Time Charge	Monthly Recurring Charge
1	300 Mbps Managed Dedicated Fuse Internet	\$ -	\$ 6,100.00

**Upgrade Options within 60 Month Term**

500 Mbps \$8100/ Month  
600 Mbps \$8400/Month  
700 Mbps \$8900/Month  
1000Mbps \$12,000/Month

**SPIN Numbers:**

CBT Ohio Local Service 143001687  
CBT KY Local Service 143001581  
CB Wireless 143019517  
CB Any Distance (long dist.) 143027197  
CB Technology Solutions 143019566

**SLD Information:**

<http://www.universalservice.org>  
1-888-203-8100

**For more information contact the following:**

Christine Allen, Account Manager  
513.397.6396  
[christine.allen@cinbell.com](mailto:christine.allen@cinbell.com)

Steven A. Meek , Sales Vice President , Government and Education  
513.397.0393  
[steve.meek@cinbell.com](mailto:steve.meek@cinbell.com)

Prices above are contingent upon signing a contract for the erate period associated with your Form 471 filed with the SLD.  
Pricing above excludes 911, FCC Access Line Charges, Local Number Portability Charges, USF and Administrative Recovery Fees



**Bernice Riga - RE: FW: CPS Voice-Avaya Q&A. Need answers ASAP**

---

**From:** "Woolsey, Christopher" <Christopher.Woolsey@windstream.com>  
**To:** "Jeremy Gollihue (GollihJ@cpsboe.k12.oh.us)" <GollihJ@cpsboe.k12.oh.us>, ...  
**Date:** 2/6/2012 6:08 PM  
**Subject:** RE: FW: CPS Voice-Avaya Q&A. Need answers ASAP  
**CC:** "Jones, Stephen" <Stephen.Jones@windstream.com>, "Doerflein, Dan" <Dan.D...

Jeremy, Jerry, and Bernice,

After our internal teams reviewed their pieces of the project we ran into some barriers. We are only be able to Bid on the "Internet 470" portion of things this E-Rate season. Due to Avaya's politics they will not allow us to quote a new core system without a lot of red tape that will take upward of 60+ days. Avaya protects the initial Dealer/Vendor very carefully and that is simply how they do business. It is a practice of the Brand that you are working with and not a limitation of Windstream that has generated this barrier. Since your WAN/VOIP is written as one specific document that makes it an all or nothing deal relative to E-Rate funding and therefore something we are unfortunately unable to bid on.

**We will however bid on the internet portion of this with 300 Mbps,** 500 Mbps, and 1 Gbps Internet access considerations and we have our teams rushing the last details through in our attempts to produce competitive bid options in time to meet the timeframe. Steve was under the weather today and just in case he is not available tomorrow please let me know a good time that a Windstream team member or myself can drop off those bids off in the afternoon. Additionally if there are any required formalities that have not yet been shared with us or documented that are required to do business with CPS I will need to identify those before tomorrow afternoon.

Our sales and engineering teams would like to see about establishing an Agenda to deliver an unsolicited Bid to you over the next few months that you can review and potentially use to help generate an RFP next E-Rate season that will open up your options more effectively to receive solutions outside of your current provider that can improve CPS communications and maintain a solid budget model for an extremely scalable managed solution.

Thanks for allowing Windstream a chance to partner with Cincinnati Public Schools.

**Chris Woolsey**  
 Sales Engineer CLEC - Business Sales | Windstream  
 344B Gest St. | Cincinnati, OH 45203  
 christopher.woolsey@windstream.com | windstreambusiness.com  
 o 513-842-7007 | f 513-842-7037 | care 800 600 5050



**From:** Jeremy Gollihue [mailto:GollihJ@cpsboe.k12.oh.us]

file:///C:/Temp/XPgrpwise/4F30171FCPSdomCPSadmin100134696C1F2181/GW\_00001.H... 2/9/2012



**Sent:** Friday, February 03, 2012 12:38 PM  
**To:** Woolsey, Christopher; Jones, Stephen  
**Cc:** Bernice Riga; Jerry Roberts  
**Subject:** RE: FW: CPS Voice-Avaya Q&A. Need answers ASAP

I'm sorry but I am not sure what you mean. Unlike the data network which transitions to CPS responsibility once it passes the router port the VOIP internal network remains independent and in the ownership, management, and services of the bidder by design as defined in the Requirements Document. This would include all service and equipment from core to handset but not to include the handset itself. If you mean to ask if we have a specific hardware requirement than no, specifications and manufacturer are left to the bidder and their implementation/compatibility design.

Let me know if you need additional information or clarification.

Thanks,

Jeremy D. Gollihue  
CPS Lead Network Engineer  
gollihj@cpsboe.k12.oh.us  
513-363-0367

Check out our District website: <http://www.cps-k12.org/>  
Check out our Public Dashboard: <https://dashboard.cps-k12.org/dashboard/public/>  
Check out our Social Media site: <http://www.iamcps.org/>

>>> "Woolsey, Christopher" <Christopher.Woolsey@windstream.com> 2/3/2012 12:11 PM >>>

What do you expect for the VOIP MPLS handoff at the EC – Data Center?

Chris Woolsey  
Sales Engineer 1 CLEC - Business Sales | Windstream  
344B Gest St | Cincinnati, OH 45203  
christopher.woolsey@windstream.com | windstreambusiness.com  
o 513-842-7007 | f 513-842-7037 | care 800 600 5050



**From:** Jeremy Gollihue [mailto:GollihJ@cpsboe.k12.oh.us]  
**Sent:** Thursday, February 02, 2012 7:00 AM  
**To:** Woolsey, Christopher; Jones, Stephen  
**Cc:** Bernice Riga; Jerry Roberts  
**Subject:** RE: FW: CPS Voice-Avaya Q&A. Need answers ASAP

file://C:\Temp\XPgrpwise\4F30171FCPSdomCPSadmin100134696C1F2181\GW\_00001.H... 2/9/2012

Unfortunately I am not aware of the availability of that information or the difficulty in producing it within the time constraints needed. I am copying Mr. Roberts as he would be the one to provide those answers as well as the data if it is viable to do so.

Thanks,

Jeremy D. Gollihue  
CPS Lead Network Engineer  
gollihj@cpsboe.k12.oh.us  
513-363-0367

Check out our District website: <http://www.cps-k12.org/>  
Check out our Public Dashboard: <https://dashboard.cps-k12.org/dashboard/public/>  
Check out our Social Media site: <http://www.iamcps.org/>

>>> "Woolsey, Christopher" <Christopher.Woolsey@windstream.com> 2/1/2012 10:44 PM >>>  
Jeremy, Not sure if this will work but an exact phone inventory. Even if it is not broken down per site. Avaya has some unique requirements when it comes to the Survivable Remote Gateway units they use which is why I was asking about the site by site list. But a total active phone count would enable me to get at least the license model costs to build a "not to Exceed" type of price model for the VOIP system design.

>>>From: Jones, Stephen Sent: Wednesday, February 01, 2012 5:24 PM >>>  
To: Jeremy Gollihue Cc: Bernice Riga (Rigaber@cpsboe.k12.oh.us); Woolsey, Christopher Subject: RE: FW: CPS Voice-Avaya Q&A. Need answers ASAP Jeremy. The Form 470 ending in 6035 for Internet services for 63 locations does not list capacity/speeds you need. Is there an attachment? Stephen Jones Account Executive stephen.jones@windstream.com Office: 513-842-7039 Fax: 513-842-7037 From: Jeremy Gollihue [mailto:GollihJ@cpsboe.k12.oh.us] Sent: Wednesday, February 01, 2012 4:25 PM To: Jones, Stephen Cc: Bernice Riga; Jerry Roberts Subject: Re: FW: CPS Voice-Avaya Q&A. Need answers ASAP Mr. Jones. Unfortunately we are not be able to gather and provide this level of detailed information within the time frame needed. I have forwarded this to Mr. Roberts, the other gentleman you met today and he is going to attempt to get whatever additional, usable information to you as he can as time permits. To be on the safe side it would be most beneficial to see a scaling cost based on a best guess low and high end assumption. In other words, based on standard estimates of minimum line needs and maximum line needs based on the DID ranges and services requested as provided in the Requirements Documentation. Thanks, Jeremy D. Gollihue CPS Lead Network Engineer gollihj@cpsboe.k12.oh.us 513-363-0367 Check out our District website: <http://www.cps-k12.org/> Check out our Public Dashboard: <https://dashboard.cps-k12.org/dashboard/public/> Check out our Social Media site: <http://www.iamcps.org/> >>> "Jones, Stephen" <STEPHEN.JONES@WINDSTREAM.COM> 2/1/2012 3:52 PM >>> If you get a chance please complete and forward the attached info and the quick questions below. Thanks. Stephen Jones Account Executive stephen.jones@windstream.com Office: 513-842-7039 Fax: 513-842-7037 From: Woolsey, Christopher Sent: Wednesday, February 01, 2012 1:54 PM To: Jones, Stephen Cc: Dattilo, Gus Subject: CPS Voice-Avaya Q&A. Need answers ASAP Importance: High Please have CPS complete the attached list today due to timeline barriers. Need ZIP code and phone inventory just to confirm details. We do not have time to guess and get any of this wrong. Questions and details to account for today: # of VM ports: Storage Hours for VM: DID Range: (513) 360-0000 --> (513) 360-9999 We already confirmed a Centralized Model but just in case more detail is necessary Voice Model: (Example: Central Receptionist for all schools or 1 per school) Conferencing Ability: (What do you expect and how many bridges or concurrent users would be required) 2500 Analog (EMERGENCY PHONES on POTS Lines) – Do these go through the PBX at all? (I assume no)... If time permits or info is readily available the following would be helpful. Handset Inventory: (exact Quantities allocated to which buildings – please indicate on attached spreadsheet) 4602 4610 4620 6408 6416 6424 Thanks Chris Woolsey Sales Engineer CLEC - Business Sales | Windstream 344B Gest St | Cincinnati, OH 45203 christopher.woolsey@windstream.com | windstreambusiness.com o: 513-842-7007 | f: 513-842-7037 | care: 800.600.5050 [cid:image001.jpg@01CCE106.679C9470]

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**Bernice Riga - Fw: CPS - WXN BID - DIA ACCESS**

---

**From:** "Woolsey, Christopher" <Christopher.Woolsey@windstream.com>  
**To:** "rigaber@cpsboe.k12.oh.us" <rigaber@cpsboe.k12.oh.us>, "dansdoerflein..."  
**Date:** 2/8/2012 11:25 AM  
**Subject:** Fw: CPS - WXN BID - DIA ACCESS  
**Attachments:** Cincinnati Public Schools WXNFiber network Bid - January 2012.doc

---

Here you go and thanks.

**From:** Woolsey, Christopher  
**Sent:** Wednesday, February 08, 2012 10:11 AM  
**To:** Woolsey, Christopher  
**Subject:** CPS - WXN BID - DIA ACCESS

CPS - WXN BID - DIA ACCESS

Chris Woolsey  
Sales Engineer 1 CLEC - Business Sales | Windstream  
344B Gest St | Cincinnati, OH 45203  
christopher.woolsey@windstream.com | windstreambusiness.com  
o 513-842-7007 | f 513-842-7037 | care 800 600 5050



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#### **Cincinnati Public Schools WXN Fiber network Bid, formerly KDL Inc.**

This is an additional quote based on a separate infrastructure we own in the area. Use of this network is unique as it offers fully Dedicated Internet Access (DIA) and does not work off of a traditional switched and shared network topology. Utilizing the Dedicated Fiber Infrastructure we will build to your location using a topology that is extremely scalable from 100 Mbps up to 10 Gbps today and as technology improves could even support up to 40 Gbps or even 100 Gbps of service by simply upgrading the electronics & backhaul capacities that Windstream will be managing as the technology of the routers and fiber connectors improve.

Windstream proposes the use of this type of infrastructure primarily for high demand internet needs of educational facilities, large enterprise, and major healthcare organizations. Some of the origins of this network are inclusive of the KPEN network in Kentucky which supports over 70% of the Educational facilities in the State and has spread to 26+ states and continues to grow.

#### **Scaling Bid Rates**

##### **250 Mbps Dedicated Internet Access**

- Monthly Recurring Cost: \$5658.76
- Non Recurring Cost: \$3,290.00

##### **500 Mbps Dedicated Internet Access**

- Monthly Recurring Cost: \$5839.36
- Non Recurring Cost: \$3,290.00

##### **1000 Mbps Dedicated Internet Access**

- Monthly Recurring Cost: \$9158.94
- Non Recurring Cost: \$3,290.00

**Windstream NTI Spin: 143030766**

These Bid rates are inclusive of a best estimate of construction costs at the time of the proposal but there is still an opportunity for additional construction and build costs. These costs would be identified prior to any construction beginning and the details shared with the customer for review and acceptance.





**Bernice Riga - Fwd: Re: Fw: CPS - WXN BID - DIA ACCESS**

---

**From:** Bernice Riga  
**To:** Riga, Bernice  
**Date:** 2/9/2012 1:04 PM  
**Subject:** Fwd: Re: Fw: CPS - WXN BID - DIA ACCESS

---

FOR DOCUMENTATION PURPOSES

I just spoke via telephone to Christopher Woolsey, from Windstream.

Although they had originally planned to submit two invoices from their two companies (see previous email from them), the ONE invoice that was actually submitted is the only one they want considered.

Bernice Riga

***Bernice Patrick Riga***  
*Special Projects / E-Rate Management*  
*Cincinnati Public Schools*  
*CELL: 513-827-2778 (preferred)*  
*LAND: 513-363-0366*  
*FAX 513-363-0109*

Check out our District website: [www.cps-k12.org](http://www.cps-k12.org) ( <http://www.cps-k12.org/> )  
Check out our Public Dashboard: <https://dashboard.cps-k12.org/dashboard/public/>  
Check out our Social Media site: <http://www.iamcps.org/>

>>> Bernice Riga 2/9/2012 1:02 PM >>>

***Bernice Patrick Riga***  
*Special Projects / E-Rate Management*  
*Cincinnati Public Schools*  
*CELL: 513-827-2778 (preferred)*  
*LAND: 513-363-0366*  
*FAX 513-363-0109*

Check out our District website: [www.cps-k12.org](http://www.cps-k12.org) ( <http://www.cps-k12.org/> )  
Check out our Public Dashboard: <https://dashboard.cps-k12.org/dashboard/public/>  
Check out our Social Media site: <http://www.iamcps.org/>

>>> Bernice Riga 2/9/2012 12:54 PM >>>  
Hi Stephen & Christopher -

Please contact me immediately. Our team meets very shortly, and I just realized that the bid I received via email from you and the bid dropped off at the Education Center are identical. I understood that you were going to submit two different bids for the internet access. I've checked our email system three times now, but it IS

file://C:\Temp\XPgrpwise\4F33C463CPSdomCPSadmin100134696C1F2B51\GW\_00001.... 2/9/2012

possible that if one email exceeded 10mb it would have been blocked by our email filters.

I'll attempt to contact Stephen by telephone also.

Thank you!  
Bernice

**Bernice Patrick Riga**  
*Special Projects / E-Rate Management*  
**Cincinnati Public Schools**  
CELL: 513-827-2778 (preferred)  
LAND: 513-363-0366  
FAX 513-363-0109

Check out our District website: [www.cps-k12.org](http://www.cps-k12.org) ( <http://www.cps-k12.org/> )  
Check out our Public Dashboard: <https://dashboard.cps-k12.org/dashboard/public/>  
Check out our Social Media site: <http://www.iamcps.org/>

>>> "Woolsey, Christopher" <Christopher.Woolsey@windstream.com> 2/8/2012 11:24 AM >>>  
Here you go and thanks.

**From:** Woolsey, Christopher  
**Sent:** Wednesday, February 08, 2012 10:11 AM  
**To:** Woolsey, Christopher  
**Subject:** CPS - WXN BID - DIA ACCESS

CPS - WXN BID - DIA ACCESS

**Chris Woolsey**  
Sales Engineer 1 CLEC - Business Sales | Windstream  
344B Gest St | Cincinnati, OH 45203  
[christoher.woolsey@windstream.com](mailto:christoher.woolsey@windstream.com) | [windstreambusiness.com](http://windstreambusiness.com)  
o 513-842-7007 | f 513-842-7037 | care 800 600 5050



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SLD Appeal Att E: LOA for consultant providing  
assistance on this appeal. 1 page



Education Center

P.O. Box 5381 \* Cincinnati, OH 45201-5381 \* Phone: 1-513-363-0366

### E-Rate LOA (Letter of Agency)

To Whom It May Concern:

We have retained Don Dietrich of E-Rate Professionals under contract as an Independent Consultant to assist the district in working with E-Rate issues for **Funding Year 2014 and all prior years** in all areas of Telecommunications, Internet Services, Internal Connections and Maintenance. He will be assisting us with compliance issues, forms preparation and other areas of our E-Rate funding program as required. His contact information is shown below:

Donald J. Dietrich  
E-Rate Professionals.com  
200 Oakbriar Farm Drive  
Ballwin, MO 63021  
Phone: 314-378-1667  
Fax: 636-256-9317  
e-mail: ddietrich@E-RateProfessionals.com

This LOA will remain in effect from the date of signing through June 30, 2015.

Signature of District Authority:

Date: 7-31-14

Printed Name / Title:

Jeremy Golliver / ITM, Manager of Infr. & Support

School District Name:

Cincinnati City School District